



Youven's Transport Services cc t/a

**Atlas**  
**REMOVALS**

**Professional Furniture Removals & Commercial Carriers**

---

## Terms & Conditions

**Terms & Conditions under which all work carried out by Atlas Removals CC is covered.**

These conditions explain your rights, obligations and responsibilities and those of Atlas Removals for removal/storage services. Where these conditions use the word 'you' or 'your' it means you as the removal customer. The terms 'we', 'us' or 'our/s' refers to Atlas Removals.

### **Quotation**

The quotation is provided FREE of any charges and you are under NO OBLIGATION to accept. The removal quotation issued by Atlas Removals ("the quotation") is a fixed price. Unless otherwise stated on its face, it does not include insurance, VAT, customs duties and inspections or any other fees payable to government bodies. Atlas Removals may change the quoted price for the removal or make additional changes if any of the following have not been taken into account when preparing the quotation or if separately confirmed by Atlas Removals in writing:-

You do not accept the quotation in writing within 28 days, providing at the time of acceptance a firm removal date which Atlas Removals agrees in writing.

By reason of your delay, the removal is not carried out or completed within three months of the date of acceptance of the quotation.

Atlas Removals costs increase (or decrease) because of currency fluctuations (where applicable) or changes in taxation or freight charges for reasons beyond our control.

The work is carried out on a Saturday, Sunday or Public Holiday at your request.

Atlas Removals has to collect or deliver goods from/to above the ground and first upper floor of a property.

Atlas Removals supply any additional services not included or requested to be included in the quotation, including moving or storing extra goods (these conditions will apply to such work in any event).

The stairs, lifts or doorways at the property are inadequate for free movement of the goods without the need for mechanical equipment or structural alteration, or the approach, road or drive to the property is unsuitable for Atlas Removals vehicles and/or containers to get to and load and/or unload within 20 meters of the doorway, and as a result Atlas Removals have to carry out extra work not included within the quotation.

Any parking or other fees or charges that have to be paid by Atlas Removals in order to carry out the removal services on your behalf.

There are delays or events outside Atlas Removals reasonable control.

Items to be lifted/carried/loaded/moved require more than 4 men.

Atlas Removals are asked to agree in writing to increase their limit of liability (as set out in clause 8 of these conditions).

In all these circumstances a revised quotation will be put forward and, if agreed, you will pay the adjusted charges.

#### Work not included in the Quotation

Unless agreed by Atlas Removals, in writing, they will not, as part of the quoted removal services:

Dismantle or assemble unit or system furniture, fitments or fittings.

Disconnect or reconnect appliances, fixtures, fittings or equipment.

Take up or lay fitted floor coverings.

Move storage heaters, unless they are dismantled.

Move items from a loft or cellar, unless properly lit, and floored and safe access is provided.

Move or store any items excluded under clause 4 of these conditions.

Atlas Removals staff will not be authorized or qualified to carry out such work. It is recommended that a properly qualified person is separately employed by you to carry out these services, if required.

#### Your responsibility

It will be your sole responsibility to:

Declare to Atlas Removals the value of the goods being removed and/or stored.

If any insurance cover offered by Atlas Removals in the quotation is not accepted (and paid for in advance of the start of the removal), arrange adequate insurance cover for the goods submitted for removal, and/or storage, against all insurable risks.

Obtain at your own expense, all documents, permits, licences, and/or customs documents necessary for the removal to be completed.

Be present or represented throughout the removal.

Take all reasonable steps to ensure that nothing that should be removed is left behind and nothing is taken away in error.

Arrange proper protection for goods left in unoccupied or unattended premises, or where other people such as (but not limited to) tenants or workmen are, or will be present.

Prepare and properly stabilize all appliances or electronic equipment prior to their removal.

Empty, properly defrost and clean refrigerators and deep freezers. Atlas Removals are not responsible for the contents of this equipment.

Provide Atlas Removals with a contact address for correspondence during removal, and/or storage of goods.

Other than by reason of Atlas Removals negligence, they will not be liable for any loss or damage, costs or additional charges that may arise from any of these matters.

#### Goods not to be submitted for removal or storage

The following items are specifically excluded from this contract unless otherwise agreed as below.

Jewelry, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins or goods or collections of any similar kind.

Prohibited or stolen goods, drugs, potentially dangerous, damaging or explosive items, including gas bottles, aerosols, paints, firearms and ammunition.

Plants or goods likely to encourage vermin or other pests and/or plants or goods likely to cause infestation.

Refrigerated or frozen food, drink, products or goods.

Any animals and their cages or tanks including pets, birds or fish.

Goods which require a special licence or government permission for export or import.

Such goods will not be removed by Atlas Removals except with their prior written agreement. In the event that they do remove such goods, Atlas Removals will not accept liability for loss or damage wholly or mainly attributable to the special nature of the goods concerned. If you submit such goods without Atlas Removals knowledge and prior written agreement they will not be liable for any loss or damage and you will indemnify Atlas Removals against any charges, expenses, damages or penalties claimed against them. In addition, Atlas Removals shall be entitled to dispose of (without notice) any such goods which are listed under paragraphs 4(b), 4 (c) or 4(d).

#### Ownership of the goods

By entering into this contract, you declare that:

The goods to be removed and/or stored are your own property, or  
The person(s) who own or have an interest in them, have given you authority to make this contract, and have been made aware of these conditions.  
You will meet any claim for damages and/or costs against Atlas Removals if these declarations are not true.

#### Charges if you postpone or cancel the removal

If you postpone or cancel this contract, Atlas Removals may charge according to how much notice is given. Notification must be in writing by recorded delivery or electronic medium that can provide proof of time and date stamp.

More than 14 working days before the removal was due to start: NIL payable.

Less than 14 working days, but more than 7 working days before the removal was due to start: 30% of the full removal charge.

Less than 7 working days, but more than 2 working days before the removal was due to start: 60% of the full removal charge.

Within 48 hours of the start of the removal: 100% of the full removal charge.

Note: The start of the removal is viewed as the first day that the removal crew are due to be present at the pick-up address.

#### Paying for the Removal

Unless otherwise agreed by Atlas Removals in writing:

Payment is required,  
By cleared funds in advance of the removal or storage period  
Bank cheque on the day of the move  
Cash on the day of the move  
You may not withhold any part of the agreed price  
Our liability for loss or damage.

For the purpose of this clause, reference to an item is reference to any one article, suite, pair, set, complete case, carton, package or other container.

Atlas Removals liability for loss or damage is limited. This is set out in clause 8(a)(i) below. You may request Atlas Removals increase their liability, as set out in clause 8(b) below. This is subject to their express written agreement in advance of carrying out the removal and/or storage and payment of any additional charges.

In the event of Atlas Removals losing or damaging your goods, if they are liable, Atlas Removals will pay you up to a maximum sum of R200.00 ZAR for each item which is lost or damaged, to cover the cost of repairing or replacing that item.

OR ..

Atlas Removals, in their sole discretion, may choose to repair or replace the damaged item. If an item is repaired Atlas Removals will not be liable for depreciation in value.

Subject to receiving your itemized (and valued) inventory with a request in writing for Atlas Removals to increase their liability (above that set out in clause 8(a) above), prior to the removal and/or storage commencing, Atlas Removals may offer to extend their maximum liability to the value declared by you to them. An additional charge for the removal/storage is likely. This is not an insurance on the goods and you are strongly advised to accept the insurance offered in the Removal Contractors quote (if any) or if arranging insurance cover yourself, you are advised to show this contract to your insurance company.

Other than by reason of Atlas Removals' negligence, they will not be liable for any loss, damage or failure to produce or deliver the goods if this is caused by one or other of the circumstances set out in the following:

By fire, howsoever caused.

By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion and or military coup, Act of God, industrial action or other such events outside Atlas Removals reasonable control.

By normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances.

By moth or vermin or similar infestation.

By cleaning, repairing or restoring unless Atlas Removals did the work.

To any goods in wardrobes, drawers or appliances, or in a package, bundle, case or other container not both packed and unpacked by Atlas Removals.

For electrical or mechanical derangement to any appliance, instrument or equipment unless there is evidence of external impact.

To jewellery, watches, trinkets, precious stones or metals, money, deeds, securities, stamps, coins, or goods or collections of a similar kind, howsoever caused, unless you have previously given Atlas Removals full particulars with value, and they have confirmed in writing that they accept responsibility as in conditions 8(a) or 8(b) above.

To any goods which have a relevant proven defect or are inherently defective.

To animals and their cages or tanks including pets, birds or fish.

To plants.

To refrigerated or frozen food, drink, products or goods.

Other than by reason of Atlas Removals negligence, Atlas Removals will not be liable for damages or costs resulting indirectly from, or as a consequence of loss, damage, or failure to produce the goods.

No employee of Atlas Removals shall be separately liable to you for any loss, damage, mis-delivery, errors or omissions under the terms of this contract.

Extra conditions that apply to removals to/from a foreign country outside the Republic of South Africa: For goods destined to, or received from a place outside the Republic of South Africa.

Atlas Removals will accept liability only for loss or damage to goods when they are in our actual possession, and if it can be proven that we were negligent. In such circumstances, Atlas Removals will accept liability as in condition 8(a)(i) or 8(b) above.

Atlas Removals are not liable for any loss, damage or failure to produce the goods if it is caused by those circumstances set out in condition 8(c) above.

Where Atlas Removals engages an international transport operator, shipping company or airline, to convey your goods to the place, port or airport of destination, they do so on your behalf and subject to the terms and conditions set out by the carrier. By agreeing to these terms you confirm their availability to appoint such party on your behalf.

If the carrying vessel/conveyance, should for reasons beyond the carriers control, fail to deliver the goods, or route them to a place other than the original destination, you may have limited recourse against the carrier, and may be liable for General Average contribution (e.g. the costs incurred to preserve the vessel/conveyance and cargo) and salvage charges (e.g. charges payable to a person who saves the goods), or the additional cost of onward transmission to the place, port or airport of destination.

These are insurable risks and if appropriate it is your responsibility to arrange adequate marine/transit insurance cover. These risks will not be insured by Atlas Removals.

Atlas Removals does not accept liability for goods confiscated, seized or removed by Customs Authorities or other Government Agencies.

All loads that are based on a shared container or shared vehicle are subject to additional terms, delivery times cannot be guaranteed and any dates or times given should be used for the purpose of guidance only. If time scales are quoted in days then this is calculated on working days and this excludes Saturday, Sunday or any public holiday in both the RSA and country of delivery.

#### Time limit for claims

For goods which Atlas Removals deliver, you must note any visible loss, damage or failure to produce any goods at the time of delivery.

If you or your agent collects goods from our warehouse, you must note any loss or damage at the time the goods are handed to you, requesting that Atlas Removals acknowledges and confirms your note.

Notwithstanding clause 8, Atlas Removals will not be liable for any loss of or damage to the goods unless a claim is notified to Atlas Removals (or their foreign correspondent if condition 9 applies) in writing as soon as such loss or damage is discovered (or with reasonable diligence ought to have been discovered) and in any event within seven (7) days of delivery of the goods by Atlas Removals, as the case may be.

The time limits referred to in clauses 10(a), 10(b) and 10(c) above shall be essential to the contract.

Upon your written request, Atlas Removals may at their discretion agree to extend your time for compliance with clause 10(c), PROVIDED your request is received within the time limits provided for above. Subject to this proviso Atlas Removals will not unreasonably refuse such a request.

#### Delays in transit

Other than by reason of Atlas Removals negligence, we will not be liable for delays in transit.

If through no fault of Atlas Removals we are unable to deliver your goods, e.g. late arrival of keys to the property preventing completion of the removal service on the allocated day, Atlas Removals will take them into store. The contract will then be fulfilled and any additional service (s), including storage and delivery, will be at your expense. If through no fault of Atlas Removals we are unable to complete the removal services on the stated delivery date due to delay on your part Atlas Removals may be entitled to ask for additional charges, such as for extra waiting time.

#### Damage to premises or property other than goods.

Atlas Removals will not be liable for any damage to premises or property other than goods submitted for removal and/or storage unless they have been negligent.

If Atlas Removals cause damage as a result of moving goods under your express instruction, against our advice, and to move the goods in the manner instructed will inevitably cause damage, they shall not accept that they were negligent.

If Atlas Removals are responsible for causing damage to your premises or to property other than goods submitted for removal and/or storage, you must note this on the worksheet or delivery receipt. This is essential to the contract.

#### Right to Hold the Goods (lien)

Atlas Removals shall have a right to withhold and/or ultimately dispose of some or all of the goods until you have paid all Atlas Removals charges and any other payments due under this or any other contract. These include any charges that they have paid out on your behalf. Whilst Atlas Removals hold the goods without payment you will be liable to pay all storage charges and other costs incurred as a result of them withholding your goods and these removal/storage terms and conditions shall continue to apply.

### **Sub-Contracting the work**

Atlas Removals reserves the right to sub-contract some or all of the work. If Atlas Removals sub-contract, then these conditions will still apply.

### **Route and Method**

Atlas Removals have the full right to choose the route for delivery. Unless it has been specifically agreed in writing on the Quotation, other space/volume/capacity on our vehicles and/or the container may be utilized for consignments of other customers.

### **Advice and information**

Advice and information in whatever form it may be given is provided by Atlas Removals for their customer only. Any oral advice given without special arrangement is provided gratuitously and without contractual liability.

### **EXTRA CONDITIONS THAT APPLY TO STORAGE OF GOODS**

- 1. Your Forwarding Address**
2. If you send goods to be stored you must provide Atlas Removals with a correspondence address for letters and notify them if it changes. All correspondence and notices will be considered to have been received by you seven (7) days after posting to the last address recorded by Atlas Removals.
3. If you do not provide an address or respond to our correspondence or notices, they may publish such notices in a public newspaper in the area to or from which the goods were removed.
4. List of goods (inventory) or receipt.

Where Atlas Removals produces a list of your goods (an inventory) or a receipt and sends it to you, it will be accepted as accurate unless you write to us within seven (7) days of receipt, notifying us of any errors or omissions.

### **Revision of storage charges**

Atlas Removals may review their storage charges periodically. You will be given twenty eight (28) days notice in writing of any increases.

### **Right to Sell or Dispose of the Goods**

On giving you twenty eight (28) days notice Atlas Removals is entitled to require you to remove your goods from their custody and pay all money due to them. If you fail to pay all outstanding debts due to Atlas Removals they are entitled to sell or dispose of some or all of the goods without further notice. The net proceeds will be credited to your account with the removal company and any eventual surplus after settlement of all money (and charges) due to Atlas Removals will be paid to you (without interest).

### **Termination**

If payments are up to date Atlas Removals will not end this contract except by giving you three (3) calendar months notice in writing. If you wish to terminate your storage contract, you must give Atlas Removals at least fourteen (14) days notice. If they can release the goods earlier, they will do so, provided that your account is paid up to date. Charges for storage are payable to the date when the notice should have taken effect.

## **Handling fees**

If you make your own arrangements to collect the goods from our warehouse we are entitled to charge a handling fee for handing them over. Atlas Removals liability will cease upon handing over the goods.

## **EXTRA CONDITIONS THAT APPLY TO THE INSURANCE OF GOODS IN TRANSIT AND STORAGE**

- Cover excludes breakages of fragile articles, which include, but are not limited to, mirrors, pictures, crockery, china, etc, unless professionally packed.
- The maximum liability for the loss of any one item not professionally packed, is limited to R200.00
- The maximum liability for the loss of any one box, carton, crate, trunk suitcase, or similar item, not professionally packed, is limited to R200.00
- Cover excludes loss or destruction of Money, Medals, Jewellery, Watches, Precious Stones and the like, Precious Metal and Bullion.
- You are advised to insure items for their full value. In the event of under insurance, "Average" will apply.
- The period of cover, notwithstanding the 7 day period allowed for submission of a claim (refer item 11), expires on final delivery.
- The insurance Company may at its own option repair, reinstate or replace any property loss or damage or may pay the amount of the loss or damage.
- The Company's liability (or the carriers liability if liable) for any claim or claims is limited to the sum insured.
- Explosives, firearms, ammunition, livestock, plants, etc, are excluded from the Policy.
- On payment of the appropriate additional premium mechanical derangement cover is included provided these are genuine kitchen and household appliances (excluding electronic equipment of any kind) and provided that the appliances are prepared for transit in accordance with the manufacture's recommendations. The onus rests with the Applicant to ensure this is done.

## **CLAIMS:**

A detailed list of items claimed for must be submitted to Atlas Removals within 7 days of delivery

Written estimates covering the cost of repairs an/or replacement must accompany the list in 1

Failure to comply with 1 and 2 will render your claim null and void.

Where items are grouped together under a single replacement cost they are assumed to be of equal value unless otherwise specified.

Consequential loss of any kind, delay, loss of market, depreciation or charges brought about by natural causes.

Excess: 10% of claim (minimum R2,500.00)

Call us for all your removals, storage and packing needs or visit our quotations page for a free quote. Let our experience relieve your stress....

**Atlas Removals ... Moving in style towards strength**